

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

DELAWARE DISPLAY GROUP LLC
and INNOVATIVE DISPLAY
TECHNOLOGIES LLC,

Plaintiffs,

v.

LENOVO HOLDING CO., INC., and
LENOVO (UNITED STATES) INC.,

Defendants.

DELAWARE DISPLAY GROUP LLC
and INNOVATIVE DISPLAY
TECHNOLOGIES LLC,

Plaintiffs,

v.

LG ELECTRONICS INC.,
LG ELECTRONICS U.S.A., INC.,
LG DISPLAY CO., LTD., and
LG DISPLAY AMERICA, INC.

Defendants.

DELAWARE DISPLAY GROUP LLC
and INNOVATIVE DISPLAY
TECHNOLOGIES LLC,

Plaintiffs,

v.

VIZIO, INC., et al.

Defendants.

Civil Action No. 13-2108-RGA

JURY TRIAL DEMANDED

Civil Action No. 13-2109-RGA

JURY TRIAL DEMANDED

Civil Action No. 13-2112-RGA

JURY TRIAL DEMANDED

~~PROPOSED~~ **ORDER REGARDING CLAIM CONSTRUCTION**

Upon consideration of the parties' proposed claim constructions, this matter having come before the Court on October 27, 2015, and the Court's Memorandum Opinion of November 6, 2015,

IT IS HEREBY ORDERED THAT the disputed claim terms/phrases for U.S. Patent Nos. 7,434,974 ("the '974 patent"); 7,537,370 ("the '370 patent"); 8,215,816 ("the '816 patent"); and 7,914,196 ("the '196 patent") shall be construed as follows, with the parties reserving all rights:

1. **"transition region,"** as it appears in the '370 patent, means "a region configured to transmit light from a light source to a light emitting area."
2. **"pass through a liquid crystal display with low loss,"** as it appears in the '370 patent, does not limit the claims in which it appears.
3. **"optical elements,"** as it appears in the '370 patent, shall be given its plain meaning.
4. **"positioned near"** or **"positioning a film near,"** as they appear in the '974 patent, shall be given their plain meaning.
5. **"in close proximity,"** as it appears in the '196 patent, shall be given its plain meaning.
6. **"relatively low angles,"** as it appears in the '196 patent, is indefinite under 35 U.S.C. § 112 ¶ 2.
7. **"more in the width direction,"** as it appears in the '816 patent, is indefinite under 35 U.S.C. § 112 ¶ 2.

~~The parties were unable to reach an agreement as to the Court's order on the following term.~~ **RGA**

~~The parties submit their respective understanding of the Court's order as follows.~~

8. **"predetermined,"** as it appears in the '370 patent, **RGA**

~~PLAINTIFFS: no construction is necessary (D.I. 112, at 5).~~ **RGA**

shall be given its

~~DEFENDANTS:~~ The parties agreed to "plain meaning" at the hearing (D.I. 90 at 11:24 *11:24*)
~~12:16~~

THE PARTIES' PRE-HEARING AGREED CONSTRUCTIONS:

9. **"predetermined,"** as it appears in the '370 patent, shall be given its plain meaning.
10. **"deformities,"** as it appears in the '974 and '370 patents, means "any change in the shape or geometry of a surface and/or coating or surface treatment that causes a portion of the light to be emitted."
11. **"pattern of light extracting deformities,"** as it appears in the '974 patent, means "a pattern of deformities, including, but not limited to, a random placement pattern or a variable pattern."
12. **"film . . . for changing the output ray angle distribution of the emitted light,"** as it appears in the '974 patent, shall be given its plain meaning.

SO ORDERED this 13 day of November, 2015

Richard G. Andrews
Honorable Richard G. Andrews
UNITED STATES DISTRICT COURT